

Design Build Contract for Walnut Street Entrance / Exit Vestibule and Improvements to the 1st Floor HVAC System

The Solicitation

The General Services Administration (GSA) is setting aside the contract under the following clause found in the Agreement: 52.219-6, Notice of Total Small Business Set-Aside

Table of Contents

- I. General Information
 - A. The Solicitation and the Contract
 - B. List of Solicitation Documents
 - C. Authorized Representatives
 - D. Pre-Proposal Conference
 - E. Estimated Price Range
 - F. FAR 52.228-1 Bid Guarantee
 - G. FAR 52.236-27 Site Visit - Construction
 - H. Receipt of Offers
- II. Proposals
 - A. Proposal Contents
 - B. Proposal Format
 - C. Price Proposal
 - D. Technical Proposal
 - E. Other Information to be Submitted with Proposal
 - F. Requirements for Joint Venture Offerors
- III. General Provisions
 - 1. Availability of Funds
 - 2. Requests for Clarification or Interpretation
 - 3. Notice to Small Business Firms
 - 4. Information Concerning the Disclosure of Solicitation Results
 - 5. Affirmative Procurement Program
 - 6. Notice Concerning Preparation of Proposals
 - 7. Bond Requirements
 - 8. Contractor Performance Information
 - 9. Safeguarding Documents Designated as Sensitive But Unclassified
 - 10.
- IV. FAR/GSAR Solicitation Provisions
 - 1. FAR 52.215-1 Instructions to Offerors—Competitive Acquisition
 - 2. FAR 52.216-1 Type of Contract
 - 3. FAR 52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work
 - 4. FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction
 - 5. FAR 52.233-2 Service of Protest
 - 6. Buy American
 - 7. Buy American Exceptions

- A.
- 8. FAR 52.252-1 Solicitation Provisions Incorporated by Reference
- V. Additional Solicitation Provisions and Instructions
 - A. FAR 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29
 - B. Safeguarding and Dissemination of Sensitive But Unclassified (SBU) Building Information
 - C. FAR 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUNE 2010)
 - D. FAR 52.244-6 Subcontracts for Commercial Items (OCT 2014)
 - E. FAR 52.215-2 AUDIT AND RECORDS-NEGOTIATION (OCT 2010) ALTERNATE I
- VI. Method of Award
 - A. Evaluation of Offers
 - B. Determination of Responsibility
 - C. Price Reasonableness
 - D. Unbalanced Prices
 - E. Total Evaluated Price
 - F. Non-Price Factors
 - G. Evaluation of Joint Venture Offerors

GSA

I. General Information

I.A. The Solicitation and Contract

(1) This Solicitation is set-aside for Small Businesses Concerns, in accordance with FAR 19. This Solicitation sets forth requirements for proposals for a Contract to construct the Project described in the Solicitation Documents. Proposals conforming to the Solicitation requirements will be evaluated in accordance with the Method of Award set forth herein. The Government will award the Contract to the selected Offeror, subject to the conditions set forth herein.

(2) Neither the Solicitation nor any part of an Offeror's proposal shall be part of the Contract except to the extent expressly incorporated therein by the Contracting Officer.

(3) The Offeror's proposal submitted in response to this Solicitation shall constitute a firm offer. No contract shall be formed unless and until the Contracting Officer has countersigned the SF 1442 submitted by an Offeror, and delivered to the Contractor a copy of the SF 1442 with original signatures together with the Agreement reflecting the Offeror's proposed prices.

I.B. List of Solicitation Documents

The Solicitation Documents are comprised of:

- (1) The Solicitation
- (2) Offeror Representations and Certifications Form
- (3) Standard Form (SF) 1442 – Solicitation Offer and Award
- (4) The Agreement
- (5) The Statement of Work, Specifications, Drawings, Exhibits, and other Attachments to the Agreement

I.C. Authorized Representatives

The following individuals are designated as the authorized GSA representatives under this Solicitation:

(1) Contracting Officer

Name: Sebastian Asaro

Address: General Services Administration
Public Buildings Service
Operations Branch C (2PQCA)
26 Federal Plaza
New York, NY 10278

Telephone: office: 212-264-2713
cell: 646-398-0455

Email: sebastian.asaro@gsa.gov

(2) Alternate Point of Contact

Name: Andreea Surdu
Address: General Services Administration

Public Buildings Service
Operations Branch C (2PQCA)
26 Federal Plaza
New York, NY 10278

Telephone: office: 212-306-4943

cell: 646-398-0455

Email: andreea.surdu@gsa.gov

1. **I.D. Pre-Proposal Conference** A pre-proposal conference regarding this Solicitation is scheduled as follows:

Date: June 9, 2015

Time: 8:00 AM

Location: Peter W. Rodino Jr. Federal Office Building
13th Floor Conference Room
970 Board Street
Newark, NJ

The Pre-Proposal Conference is limited to no more than four representatives from each firm interested in submitting a proposal in response to this solicitation. Interested parties that plan to attend must notify the Contracting Officer by **June 5, 2015. Only those parties who have notified the Contracting Officer by June 5, 2015 and provide the names, telephone numbers, email addresses, and the firm they represent will be allowed to attend.** Contact the Contracting Officer to request a reasonable accommodation due to a disability. Participants must have a valid, Government issued picture identification, driver's license preferred, to gain access for the pre-proposal Conference.

I.E. Estimated Price Range or Budget Amount

The estimated price range for the Project is between \$8,000,000 and \$12,000,000.

I.F. FAR 52.228-1 Bid Guarantee (SEP 96)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed

bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

I.G. FAR 52.236-27 Site Visit - Construction (FEB 95)

(1) The clauses at FAR 52.236-2, Differing Site Conditions, and FAR 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, Offerors are urged and expected to inspect the site where the work will be performed.

Pre-registration is required for all attendees to the pre-proposal Site Visit. The Site Visit shall be limited to not more than four (4) representatives from each Offeror. Participants must have a valid, Government issued picture identification, driver's license preferred, to gain access for the pre-proposal Site Visit. Interested parties that plan to attend must notify the Contracting Officer by June 5, 2015. Only those parties who have notified the Contracting Officer by June 5, 2015 and provide the names, telephone numbers, email addresses, and the firm they represent will be allowed to attend.

(2) The pre-proposal site visit is scheduled as follows:

Date: June 9, 2015
Time: 8:00 AM
Location: Peter W. Rodino Jr. Federal Office Building
13th Floor Conference Room
970 Board Street
Newark, NJ

For additional information regarding the pre-proposal conference, site visit or access requirements, please contact:

Name: Sebastian Asaro
Address: General Services Administration
Public Buildings Service
Operations Branch C (2PQCA)
26 Federal Plaza
New York, NY 10278

Telephone: office: 212-264-2713
cell: 646-398-0455
Email: sebastian.asaro@gsa.gov

I.H. Receipt of Offers

(1) In order to be considered for award, offers conforming to the requirements of the Solicitation must be received at the following office no later than 4:00 pm local time on the following date and at the following address:

Date: June 29, 2015
Address: ELECTRONIC SUBMISSIONS ONLY AT THE FOLLOWING ADDRESSES:

Sebastian.asaro@gsa.gov

Andreea.surdu@gsa.gov

(2) Offers sent by commercial package delivery and hand delivery shall be deemed received as of the date and time of delivery to the office designated for receipt of offers.

(3) Offers sent by United States Mail shall be deemed timely if delivered to the address of the office designated for receipt of offers on or before the date established for receipt of offers.

II. Proposals

II.A. Proposal Contents

Proposals shall consist of the following documents, completed and executed in accordance with this Solicitation:

- (1) Price Proposal
- (2) Technical Proposal
- (3) Representations and Certifications
- (4) Bid Guarantee, using Standard Form 24
- (5) Other Documents as Required

II.B. Proposal Format

Your proposal should be separated into two parts:

Part I shall be the offeror's Price Proposal and it shall contain the pricing information for the base plus any options.

Part II shall be the offeror's Technical Proposal, which will provide the response to the technical factors demonstrating the offeror's technical capabilities.

II.C. Price Proposal

(1) Contents

The Price Proposal shall consist of the SF 1442 and the Agreement, with prices and/or rates indicated for each price element shown on the pricing form included in Section II of the Agreement. Indicate the Base Contract Price, or if no such distinction is made, the Contract Price, in Block 17 of the SF 1442, which must be fully executed by the Offeror.

(2) Qualifications, Exclusions and Conditions

If the Offeror communicates in its proposal any qualifications, exclusions, or conditions to the proposed prices not provided for in the Contract Documents, the Contracting Officer may reject the proposal and exclude the Offeror from further discussions.

II.D. Technical Proposal

The Technical Proposal shall include the information requested below for the non-price factors described in Section VI.

Factor 1: Offeror's Experience on Similar Projects

This factor will consider the extent of the offeror's design and construction experience in the role of on projects with similar in size, scope, and complexity. In response to this factor the offeror must submit the required information listed below for two (2) similar projects successfully completed within the past six years. If the offeror provides more than two (2) projects, GSA will only consider the two (2) projects submitted based on descending order from the most recent project completion date.

A project will be considered similar if the project has enough characteristics or similarities in common with the requirements of the RFP that it can be determined comparable.

The projects submitted must be substantially complete and demonstrate the offerors cumulative experience with:

- Completing individual construction requirements with a value over \$2.5M.
- Construction requiring blast calculations.
- Abatement of asbestos containing spray-on fireproofing.
- New York State Code Rule 56.
- Design/build requirements.
- HVAC design and installation requirements.
- Construction in an occupied building.

For each project identified, offerors are required to provide a narrative explaining how the firm's past experience on the submitted project is relative and will lead to the successful delivery of the RFP requirements. The narrative shall be no more than four 8 ½ x 11 one sided typewritten pages using Times New Roman 12 point font and include no more than three pictures per project (pictures are not included in page count). Incomplete or missing information may result in a lower evaluation rating. If the narrative exceeds the specified page count, GSA will only consider the first four pages. At a minimum, the following information shall be included in the narrative.

- Name of project, date started, date substantially complete, date contract complete, and location the work took place.
- Description of project.
- Schedule date for substantial and contract complete at time of award and explanation for any variance from that date.
- Project challenges if any and steps to overcome those challenges.
- Construction contract value at time of award and at time of completion and explanation of any variance.

Evaluation Standards for Factor 1:

Excellent:

- Response is considered excellent if all of the following apply:
 - The experience submitted demonstrates successful experience on projects that are more complex than the requirements contained in the solicitation.

- The offeror demonstrates that it is capable to complete projects on-time and on-budget with no exception.
- The offeror demonstrates successfully experience performing construction in an occupied building with no disruption to the tenants.
- There are no identifiable weaknesses.

Good:

Response is considered good if the offer did not meet one or more of the evaluation standards for excellent and all of the following apply:

- The standard was rated excellent or the experience submitted demonstrates successful experience on projects that are as complex as the requirements contained in the solicitation.
- The standard was rated excellent or the offeror demonstrates that it is capable to complete projects with no more than a 10% variance or with adequately explained exception above a 10% variance to schedule and budget.
- The standard was rated excellent or the offeror demonstrates successfully experience performing construction in an occupied building with slight disruption to the tenants.
- The standard was rated excellent or there are no identifiable significant weaknesses.

Acceptable:

Response is considered acceptable if the offer did not meet one or more of the evaluation standards for excellent or good and all of the following apply:

- The standard was rated excellent, good or the experience submitted demonstrates successful experience on projects that are not as complex as the requirements contained in the solicitation, but the offeror demonstrates experience with the requirements contained in the solicitation.
- The standard was rated excellent, good or the offeror demonstrates that it is capable to complete projects on-time and on-budget with no more than a 15% variance or with adequately explained exception above a 15% variance.
- The standard was rated excellent, good or the offeror demonstrates successfully experience performing construction in an occupied building.
- The standard was rated excellent, good or there are identifiable weaknesses that with risk management can be minimized.

Unacceptable:

Response is considered unacceptable if any of the following apply:

- The experience submitted does not demonstrate successful experience on projects similar to requirements contained in the solicitation.
- The offeror completes projects with more than a 15% variance to schedule and budget without adequate explanation.
- The offeror does not demonstrate successfully experience performing construction in an occupied building.
- There are significant weaknesses that cannot be minimized by risk management.
- The information provided lacks essential information to substantiate the data presented to the extent that the response can only be evaluated with significant changes to the proposal.

Factor 2: Design Concepts

This factor will consider the offeror's understanding of the design intent for the contract requirements. The offeror shall submit design concept documents to include preliminary sketches that demonstrate the offerors understanding of the contractual requirements identified in the RFP.

Evaluation Standards for Factor 2:

Excellent: The design concept documents submitted clearly demonstrate the offerors understanding of the requirements contained in the solicitation. There are no identifiable weaknesses.

Good: The design concept documents submitted demonstrate the offerors understanding of the requirements contained in the solicitation with minor exception. There are no identifiable significant weaknesses.

Acceptable: The design concept documents submitted demonstrate the offerors understanding of the requirements contained in the solicitation but additional action is required to ensure design intent is met. There are identifiable weaknesses that with risk management can be minimized.

Unacceptable: The design concept documents submitted does not demonstrate the offerors understanding of the requirements. There are significant weaknesses. The information provided lacks essential information to substantiate the data presented to the extent that the response can only be evaluated with significant changes to the proposal.

Factor 3: Key Personnel

This factor will consider the depth of the experience and qualifications of the proposed Key Personnel and the design team. Offerors shall submit resumes for the Key Personnel required for the Project. Resumes shall include all pertinent information that clearly exhibits the education, experience and qualifications of the proposed personnel. Each resume shall be no more than one 8 ½ x 11 one sided typewritten pages using Times New Roman 12 point font. Incomplete or missing information may result in a lower evaluation rating. All personnel proposed shall be considered the Key Personnel for this project and changes to the designated Key Personnel shall only take place in accordance with the terms of the contract.

This factor will also evaluate the design team's qualifications and experience. The offeror shall submit the design team's portfolio of not more than five projects completed in the last (10) ten years (maximum of three pages per project). The narrative shall address the design approach with salient features for each project and discuss how the client's program, functional, image, mission, economic, schedule, and operational objectives were satisfied by the overall design/planning solution. This section of the submission should include tangible evidence such as certificates, awards, peer recognition, etc. demonstrating design excellence, and provide a client reference contact for each project, including name, title, address, email, phone, and fax numbers. A representative floor plan, a site plan, a building section, or other appropriate drawing, and a minimum of two photographs must be included for each project.

The offeror shall demonstrate that the design team has the experience and competence in designing new building construction and renovations that are similar in size, scope, and complexity. At a minimum, the design experience and competence shall be in the disciplines of code compliance, HVAC, electrical, fire safety, plumbing, hazardous material abatement, blast calculations, building security systems and space planning and programming. The offeror shall

demonstrate experience and capabilities to design using the best technology in all areas of work such as documentation management, use of metric units, and energy management. The offeror shall demonstrate experience and capability of working with the owner and tenants, to design within the available budgets and schedule.

GSA considers the following Key Personnel for this contract:

Lead Architect: The offeror shall propose one (1) licensed Architect that possesses a minimum of ten (10) years of commercial construction design experience and has designed projects with values over \$2 million.

Project Manager: The offeror shall propose one (1) Project Manager that possesses a minimum of ten (10) years of construction project management experience and has managed a construction project over \$2 million.

Construction Superintendent: The offeror shall propose at least one Construction Superintendent that has at least ten years of general construction experience, with a minimum of five years as a Construction Superintendent and has been a superintendent of a project over \$2 million.

MEP Superintendent: The offeror shall designate at least one MEP Superintendent that has at least ten years of MEP experience, with a minimum of three years as a MEP Superintendent and has been a superintendent of a project over \$1 million.

Evaluation Standards for Factor 3:

Excellent:

The experience and qualifications of the key personnel and design team proposed exceed the minimum requirements. The key personnel proposed have experience in projects that directly correspond to the requirements specified in the RFP. There are no weaknesses.

Good:

The experience and qualifications of the key personnel and design team proposed meet and in some cases exceed the minimum requirements. The key personnel proposed have experience in projects with similar requirements identified in the RFP. There are no identifiable significant weaknesses.

Acceptable:

The experience and qualifications of the key personnel and design team proposed meet the minimum requirements. There are identifiable weaknesses that with risk management can be minimized.

Unacceptable:

The experience and qualifications of the key personnel and design team proposed does not meet the minimum requirements. There are significant weaknesses. The response lacks essential information to substantiate the data presented to the extent that the criteria/requirements can only be met with major changes to the proposal.

Factor 4: Design Build Team Structure

This factor will consider the depth of offeror's the design build team structure. Each offeror shall submit a narrative with the experience, qualifications and other relevant information on its proposed team structure to include significant subcontractors for critical project requirements. The offeror shall identify if the work will be self-performed (accomplished through its own organizational assets) or by key subcontractors. All subcontractors proposed shall be considered Key Subcontractors for this project and changes to the designated Key Subcontractors shall only take place in accordance with the terms of the contract. The narrative shall be no more than two 8 ½ x 11 one sided typewritten pages using Times New Roman 12 point font. Incomplete or missing information may result in a lower evaluation rating. If the narrative exceeds the specified page count, GSA will only consider the first two pages.

GSA considers the following Critical Project Requirements for the Project:

Blast design and calculations

Design, engineering and specification development

HVAC design, engineering and specification development

Asbestos and lead abatement

Evaluation Standards for Factor 4:

Excellent:

The offeror's proposed DB team's qualifications and experience demonstrates significant experience with and understanding of the Critical Project Requirements without exception. There are no weaknesses.

Good:

The offeror's proposed DB team's qualifications and experience demonstrates experience with and understanding of the Critical Project Requirements with minor exceptions. There are no identifiable significant weaknesses.

Acceptable:

The offeror's proposed DB team's qualifications and experience demonstrates experience with and understanding of the Critical Project Requirements with correctable exceptions. There are identifiable weaknesses that with risk management can be minimized.

Unacceptable:

The offeror's proposed DB team's qualifications and experience does not demonstrate experience with or an understanding of the Critical Project Requirements. There are significant weaknesses. The response lacks essential information to substantiate the data presented to the extent that the criteria/requirements can only be met with major changes to the proposal.

Factor 5: Project Management Plan

This factor will consider the offeror's ability to manage the project. Each offeror shall submit a project plan that at a minimum identifies the offeror's project organizational structure with roles and responsibilities identified, risk identification and mitigation, quality assurance efforts, and the identification of and schedule for completing significant milestones. The project management plan shall be no more than four 8 ½ x 11 one sided typewritten pages using Times New Roman 12 point font. Incomplete or missing information may result in a lower evaluation rating. If the narrative exceeds the specified page count, GSA will only consider the first four pages.

Excellent:

The offeror's project management plan is complete, realistic and demonstrates significant understanding of the project requirements without exception. There are no weaknesses.

Good:

The offeror's project management plan is complete, realistic and demonstrates an understanding of the project requirements with minor exceptions. There are no identifiable significant weaknesses.

Acceptable:

The offeror's project management plan is complete, realistic and demonstrates an understanding of the project requirements with correctable exceptions. There are identifiable weaknesses that with risk management can be minimized.

Unacceptable:

The offeror's project management plan is incomplete, is not realistic and does not demonstrate an understanding of the project requirements. There are significant weaknesses. The response lacks essential information to substantiate the data presented to the extent that the criteria/requirements can only be met with major changes to the proposal.

Factor 6: Offeror's Past Performance

This factor will consider the offeror's past performance. The offeror must submit a Past Performance Questionnaire (PPQ) (included in the solicitation as an attachment), completed by the applicable client, for each project included in its proposal for Factor 1. Completed PPQs should be submitted with the proposal. Ensure correct phone numbers and email addresses are provided for the client point of contact. Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the offeror is unable to obtain a completed PPQ from a client for a project before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the project. If the client requests, the client may submit a questionnaire directly to the Government's point of contact **Sebastian Asaro** via email at sebastian.asaro@gsa.gov prior to the proposal closing date. Offerors may resubmit questionnaires previously submitted with other proposals or may obtain an updated/new PPQ from a client for any submission. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs.

Also include performance recognition documents received within the last six (6) years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Report System (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), previously submitted PPQ information, and any other known sources not provided by offeror. While the Government may elect to consider data from a variety of sources, the burden of providing detailed, current, accurate and complete past performance information rests with the offeror. GSA will not maintain database of PPQs submitted by offerors.

Evaluation Standards for Factor 6:

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem however, could be of such serious magnitude that it alone constitutes an

		unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract.	Rating will be neither positive nor negative.

BASIS FOR AWARD

The award of this acquisition is contingent upon the availability of funds. Based on the SSA's decision, a contract will be awarded to the offeror whose proposal provides the Best Value to the government. The SSA decision shall be based on a comparative assessment of proposals against all of the technical criteria identified in the solicitation. While the SSA may use reports and analyses prepared by the SSB and others, the technical decision shall represent the SSA's independent judgment. The technical decision shall be documented, and the documentation shall include the rationale for any business judgments and tradeoffs made or relied on by the SSA, including benefits associated with additional costs. Although the rationale for the selection decision must be documented, that documentation need not quantify the tradeoffs that led to the decision. GSA will award one contract for construction services that offers the best overall value to the Government.

II.E. Other Information to Submit with Proposal

(1) Representations and Certifications

Offerors submitting a proposal in response to this Solicitation shall complete electronic Annual Representations and Certifications in conjunction with required Entity registration in the System for Award Management (SAM), accessed via <https://www.sam.gov>. Offerors shall also submit with their proposal, the Annual Representations and Certifications (FAR 52.204-8), using the attached Offeror's Representations and Certifications (C301).

(2) Financial Responsibility and Capacity of Offerors

Offerors submitting a proposal in response to this Solicitation shall submit with their proposal evidence of their financial responsibility and capacity to perform the Contract. Offerors shall submit this information on GSA Form 527 – Contractor's Qualifications and Financial Information. Where applicable, point of contact, including names and telephone numbers, are required for all contracts listed.

II.F. Requirements for Joint Venture Offerors

- (1) All offers submitted by joint ventures must include a copy of an executed joint venture agreement (with original signatures) which fully discloses the legal identity of each member of the joint venture, the relationship between the members, the form of ownership of each member, and any limitations on liability or authority for each member.
- (2) An authorized representative of each member of the joint venture must sign the SF 1442 accompanying an offer regardless of any agency relationship established between the members.
- (3) In the case of corporations that are joint venture members, the corporation secretary must certify that the corporation is authorized to participate in the joint venture, either by so certifying in the joint venture agreement, or by submitting a separate certification to the Government. The joint venture must also provide a certificate that identifies a principal representative of the joint venture with full authority to bind the joint venture.
- (4) Representations and certifications, financial information, and past performance information must be submitted for each member of the joint venture.

III. General Provisions

III.A. Availability of Funds

Issuance of this Solicitation does not warrant that funds are presently available for award of a Contract. Award of the Contract shall be subject to the availability of appropriated funds, and the Government shall incur no obligation under this Solicitation in advance of such time as funds are made available to the Contracting Officer for the purpose of Contract award.

III.B. Requests for Clarification or Interpretation

The Government will attempt to answer all requests for clarifications or interpretations of the Solicitation Documents prior to the date set for receipt of offers, but will not warrant that all such requests will be answered within 30 calendar days. Therefore, prospective Offerors should make such requests not less than 19 calendar days prior to the date set for receipt of offers.

III.C. Notice to Small Business Firms

A program for the purpose of assisting qualified small business concerns in obtaining certain bid, payment, or performance bonds that are otherwise not obtainable is available through the Small Business Administration (SBA) (www.sba.gov). For information concerning SBA's surety bond guarantee assistance, contact your SBA District Office.

III.D. Information Concerning the Disclosure of Solicitation Results

This acquisition is being conducted under the provisions of FAR Part 15 as a negotiated procurement. In accordance with FAR 3.104 and FAR 15.207, after receipt of proposals, no information regarding the identity of those submitting offers, the number of offers received, or the information contained in such offers will be made available until after award except as provided by FAR 15.503.

III.E. Affirmative Procurement Program

GSA has implemented an Affirmative Procurement Program (APP) intended to maximize the use of recovered materials, environmentally preferable, and bio-based products. Offerors should familiarize themselves with the requirements for using and reporting on the use of such

materials in performance as set forth in the Agreement. Refer to clauses FAR 52.204-4 requiring double sided printing on recycled paper for all reports and FAR 52.223-10 encouraging vendors to practice waste reduction.

III.F. Notice Concerning Preparation of Proposals

Offerors are cautioned to carefully read the entire Solicitation and the Agreement to be included in the Contract contemplated by the Solicitation in order to be fully aware of all requirements and clauses in the contemplated Contract. Verify that all blanks requiring information to be supplied in an Offer have been properly filled out, that all pricing and other numerical data is accurately calculated, and that all copies of the Offer contain the same information.

III.G Bond Requirements

If a bid guarantee is required to be submitted with your offer, any contract awarded will require a performance bond as specified in the Agreement. Offerors who utilize individual sureties should note the requirement for a certified, audited, financial statement for each person acting as an individual surety under clause FAR 52.228-1 Bid Guarantee and the requirements of clause FAR 52.228-11 Pledge of Assets.

III.H. Contractor Performance Information

1. *Evaluating Contractor Performance:* The General Services Administration is using the Contractor Performance Assessment Reporting System (CPARS) module as the secure, confidential, information management tool to facilitate the performance evaluation process. CPARS enables a comprehensive evaluation by capturing comments from both GSA and the contractor. The website for CPARS is <http://www.cpars.gov/index.htm>

Completed CPARS evaluations are sent to the Past Performance Information Retrieval System (PPIRS) which may then be used by Federal acquisition community for use in making source selection decisions. PPIRS assists acquisition officials by serving as the single source for contractor past performance data.

2. *CPARS Modules:* Currently there are three (3) modules within the CPARS system; however, the modules are being merged into a single application under the CPARS name in order to standardize the contractor performance evaluation process across the entire Federal Government. The merge is scheduled to occur in the summer of 2014. For more information on the merge visit the FAQs on the CPARS website. The following are the three modules within the system:
 - (a) Contractor Performance Assessment Reporting System (**CPARS**): Used to create past performance evaluations on services procurements;
 - (b) Architect Engineer Contract Administration Support System (**ACASS**): Used to create past performance evaluations on A/E procurements; and
 - (c) Construction Contractor Appraisal Support System (**CCASS**) module: Used to create past performance evaluations on construction procurements.

Throughout the remainder of this section, the term "CPARS" will mean the overall evaluation system (inclusive of the CPARS, ACASS and CCASS evaluation modules).

3. *Contractor's User Point of Contact:* The contractor must provide the contracting officer with the name and email address of the contractor's user who will be the past performance point of contact (POC). The POC will be responsible for the contractor's evaluations. Access to CPARS will be granted to the POC after the

award is registered in the system, and the POC is assigned the CPARS system role of contractor representative (referred to as "CR" in the CPARS system).

4. *Contractor Representative (CR) Role:* All evaluations will be sent the Contractor Representative (CR) named on the award. The CR will be able to access CPARS to review and comment on the evaluation. If the CR is not already in the CPARS system, the contracting officer will request the name and email address of the person that will be responsible for the CR role on the award.

Once an evaluation is ready to be released, the CR will receive an email alerting them the evaluation is ready for their review and comment. The email will indicate the time frame the CR has to respond to the evaluation; however, the CR may return the evaluation earlier than this date.

5. *Contractor CPARS Training:* Contractors should sign up for CPARS training. A schedule of classes will be posted to the CPARS training site (<http://www.cpars.gov/allapps/cpcbtdlf.htm>) and updated as needed.

III.I. Safeguarding Documents Designated as Sensitive But Unclassified

Certain information contained in the Solicitation Documents may have been designated as Sensitive but Unclassified (SBU) building information. With respect to such information, Offerors shall agree to the terms for receipt of such information, as set forth in the provision "Administrative Matters" in Section III of the Agreement, as a condition of receipt of such information.

IV. FAR/GSAR Solicitation Provisions

IV.A. FAR 52.215-1 Instructions to Offerors—Competitive Acquisition (JAN 04)

(a) *Definitions.* As used in this provision—

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal.

Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time

before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an

efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government. (f)(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

IV.B. FAR 52.216-1 Type of Contract (APR 84)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

IV.C. FAR 52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work (MAY 14)

(a) (1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b) (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

IV.D. FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)

(Applicable to solicitations resulting in construction contracts in excess of \$10,000.)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
28%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following

award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is:

City of Newark, Essex County, State of New Jersey

IV.E. FAR 52.233-2 Service of Protest (SEP 06)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address provided in the provision "Receipt of Offers" in Section I (General Information).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

IV. F. Buy American

FAR 52.225-52.225-23 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

(a) Definitions. As used in this clause—

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

"Designated country" means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo Tuvalu, Uganda, Vanuatu, Yemen or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means the following:

(1) An unmanufactured construction material mined or produced in the United States. (The Buy American statute applies.)

(2) A manufactured construction material that is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States. (Section 1605 of the Recovery Act applies.)

“Foreign construction material” means a construction material other than a domestic construction material.

“Free trade agreement (FTA) country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of an FTA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“Manufactured construction material” means any construction material that is not unmanufactured construction material.

“Nondesignated country” means a country other than the United States or a designated country.

“Recovery Act designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore); or

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

“Recovery Act designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“Unmanufactured construction material” means raw material brought to the construction site for incorporation into the building or work that has not been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“WTO GPA country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) do not apply to Recovery Act designated country manufactured construction material. The restrictions of the Buy American statute do not apply to designated country unmanufactured construction material. Consistent with U.S. obligations under international agreements, this clause implements—

(i) Section 1605 of the Recovery Act by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and

(ii) The Buy American statute by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a nondesignated country.

(2) The Contractor shall use only domestic construction material, Recovery Act designated country manufactured construction material, or designated country unmanufactured construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

NONE

(4) The Contracting Officer may add other construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable;

(A) The cost of domestic manufactured construction material is unreasonable when the cumulative cost of such material, when compared to the cost of comparable foreign manufactured construction material, other than Recovery Act designated country construction material, will increase the overall cost of the contract by more than 25 percent;

(B) The cost of domestic unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of comparable foreign unmanufactured construction material, other than designated country construction material, by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act to a particular manufactured construction material would be inconsistent with the public interest or the application of the Buy American statute to a particular unmanufactured construction material would be impracticable or inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American statute applies, use of foreign construction material other than manufactured construction material from a Recovery Act designated country or unmanufactured construction material from a designated country is noncompliant with the applicable statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign (Nondesignated Country) and Domestic Construction Materials Cost Comparison

Construction material description	Unit of measure	Quantity	Cost (dollars)
			*
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.][Include other applicable supporting information.]

[* Include all delivery costs to the construction site.]

(End of clause)

52.225-24 NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

(a) Definitions. “Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “Recovery Act designated country construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Manufactured Goods--Buy American Statute--Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-23).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-23 in the request. If an offeror has not requested a determination regarding the inapplicability of section 1605 of the Recovery Act or the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies in accordance with FAR 25.604, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American statute by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign manufactured construction material is included in the offer based an exception for the unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on an exception for the unreasonable cost of comparable domestic unmanufactured construction material.

(2) If the solicitation specifies award on the basis of factors in addition to cost or price, the Contracting Officer will apply the evaluation factors as specified in paragraph (c)(1) of this provision and use the evaluated cost or price in determining the offer that represents the best value to the Government.

(3) Unless paragraph (c)(2) of this provision applies, if two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than Recovery Act designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-23, the offeror also may submit an alternate offer based on use of equivalent domestic or Recovery Act designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-23 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-23 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act designated country construction material, and the offeror shall be required to furnish such domestic or Recovery Act designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

IV.G. Buy American Exceptions

For Buy American exceptions, if any, see the applicable Buy American clause in Section IV of the Agreement.

IV.H. FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 98)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph

identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.acquisition.gov/comp/far/index.html>

NUMBER	TITLE	DATE
52.214-34	Submission of Offers in the English Language	APR 91
52.215-16	Facilities Capital Cost of Money	JUN 03
52.236-28	Preparation of Proposals—Construction	OCT 97

V. Additional Solicitation Provisions and Instructions

V.A. FAR 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29. (AUG 98)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

V.B. Safeguarding and Dissemination of Sensitive But Unclassified (SBU) Building Information

This clause applies to all recipients of SBU building information, including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

1. Marking SBU. Contractor-generated documents that contain building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the Contracting Officer (CO) may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

2. Authorized recipients.

a. Building information designated SBU must be protected with access strictly controlled and limited to those individuals having a legitimate business need to know such information.

Those with a need to know may include Federal, State and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as “active” in the System for Award Management (SAM) database at www.sam.gov and have a legitimate business need to know such information. If a subcontractor is not registered in the SAM and has a need to possess SBU building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor shall keep this information related to the subcontractor for the duration of the contract and subcontract.

b. All GSA personnel and Contractors must be provided SBU building information when needed for the performance of official Federal, State, and local government functions, such as for code compliance reviews and for the issuance of building permits. Public safety entities such as fire and utility departments may require access to SBU building information on a need to know basis. This clause must not prevent or encumber the dissemination of SBU building information to public safety entities.

3. Dissemination of SBU building information:

a. By electronic transmission. Electronic transmission of SBU information outside of the GSA network must use session encryption (or alternatively, file encryption). Encryption must be via an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules per GSA policy.

b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include, but are not limited to CDs, DVDs, and USB drives. Nonelectronic forms of SBU building information include paper documents, among other formats.

i. By mail. Contractors must utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

ii. In person. Contractors must provide SBU building information only to authorized recipients with a need to know such information. Further information on authorized recipients is found in Section 2 of this clause.

4. Record keeping. Contractors must maintain a list of all entities to which SBU is disseminated, in accordance with sections 2 and 3 of this clause. This list must include at a minimum: (1) the name of the State, Federal, or local government entity, utility, or firm to which SBU has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the SBU building information, with access strictly controlled and limited to those individuals having a legitimate business need to know such information; (3) contact information for the named individual; and (4) a description of the SBU building information provided. Once “as built” drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and/or suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

5. Safeguarding SBU documents. SBU building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a legitimate business need to know such information. GSA contractors and subcontractors must not take SBU building information outside of GSA or their own facilities or network, except as necessary for the performance of that -3 contract. Access to the information must be limited to those with a legitimate business need to know.

6. Destroying SBU building information. When no longer needed, SBU building information must be destroyed so that marked information is rendered unreadable and incapable of being restored, in accordance with guidelines provided for media sanitization within GSA CIO IT Security 06-32, Media Sanitization Guide and Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization. Alternatively, SBU building information may be returned to the CO.

7. Notice of disposal. The contractor must notify the CO that all SBU building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 6 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term. The contractor may return the SBU documents to the CO rather than destroying them.

8. Incidents. All improper disclosures of SBU building information must be immediately reported to the CO at Sebastian.asaro@gsa.gov. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

9. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

V.C. 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUNE 2010)

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act).

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are funded in whole or in part with Recovery Act funds.

[End of clause]

V.D. 52.244-6 Subcontracts for Commercial Items (OCT 2014)

(a) *Definitions.* As used in this clause—

“Commercial item” has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212(a));

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employments Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(x) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(ix) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

V.E. 52.215-2 AUDIT AND RECORDS-NEGOTIATION (OCT 2010) ALTERNATE I

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Certified cost or pricing data.* If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to --

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General or Inspector General. (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to--

- (i) Examine any of the Contractor's or any subcontractor's records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and
- (ii) Interview any officer or employee regarding such transactions.

(e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating --

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition --

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g)(1) Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(2) The authority of the Inspector General under paragraph (d)(1)(ii) of this clause does not flow down to subcontracts.

(End of clause)

VI. Method of Award

VI.A. Evaluation of Offers

(1) The Government will award a contract resulting from this Solicitation to the responsible Offeror whose offer conforming to the Solicitation will be most advantageous to the Government, Total Evaluated Price and other factors considered. In addition to Total Evaluated Price, the following non-price factors shall be used to evaluate offers:

Factor 1: Offeror's Experience on Similar Projects
Factor 2: Design Concepts
Factor 3: Key Personnel
Factor 4: Design Build Team Structure
Factor 5: Project Management Plan
Factor 6: Offeror's Past Performance

The government will evaluate technical proposals based solely on the factors identified within. Factor 1, Factor 2 Factor 3, Factor 4 are of equal importance and are more important than Factor 5 and Factor 6. Factor 5 and Factor 6 are of equal importance. For this procurement technical is approximately equal to price.

(2) Non-Price Factors, when combined, are approximately equal in importance to Total Evaluated Price.

VI.B. Determination of Responsibility

In order to be considered responsible, an Offeror must demonstrate that it meets the requirements of FAR 9.104-1. The Contracting Officer's determination of an Offeror's responsibility or non-responsibility may be based upon any information obtained by the Contracting Officer, and is independent of the evaluation of offers set forth herein.

VI.C. Price Reasonableness

The proposed prices will be evaluated for reasonableness. Price reasonableness determines whether an Offeror's price is too high. Analysis of price proposals will be performed using one or more of the techniques defined in FAR 15.404 in order to determine price reasonableness. Normally, price reasonableness is established through adequate price competition, but may also be determined through price analysis techniques as described in FAR 15.404-1. Notwithstanding anything to the contrary in this solicitation and for the avoidance of doubt, the Government will **not** perform a price realism analysis of the Offeror's proposal.

VI.D. Unbalanced Prices

Offers must include balanced prices. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of price analysis techniques. All offers with separately priced line items or subline items shall be analyzed to determine if the prices are unbalanced. If price analysis techniques indicate that an offer is unbalanced, the contracting officer shall: (i) Consider the risks to the Government associated with the unbalanced pricing in determining the competitive range and in making the source selection decision; and (ii) Consider whether award of the contract will result in paying unreasonably high prices for contract performance. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

VI.E. Total Evaluated Price

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s). Total Evaluated Price shall be calculated using the prices indicated in the Price Proposal, using the following formula:

Total Value of all Contract Line Items Combined

VI.F. Non-Price Factors

Factor 1: Offeror's Experience on Similar Projects

Factor 2: Design Concepts

Factor 3: Key Personnel

Factor 4: Design Build Team Structure

Factor 5: Project Management Plan

Factor 6: Offeror's Past Performance

VI.G. Evaluation of Joint Venture Offerors

In the evaluation of responsibility and non-price factors, information submitted for a party to the joint venture will only be evaluated to the extent that the terms of the joint venture agreement do not limit such party's performance or financial obligations as a party to the Contract contemplated by this Solicitation.